REMARKS

Reconsideration and allowance of this application are respectfully requested. Claims 7-21, 24-25, and 32-126 are cancelled. Claims 1-6, 22-23, and 26-31 remain in this application and, as amended herein, are submitted for the Examiner's reconsideration.

The Title of the Invention has been amended to that of the filed specification.

The specification has been amended to better conform with the requirements of U.S. practice.

Claims 2-7, 23, and 27-32 have been amended solely to provide proper antecedence and to have the claims better conform to the requirements of U.S. practice. None of these amendments is intended to narrow the scope of any of these claims, and no new matter has been added by these amendments.

In the Office Action, the Examiner required restriction to one of the following under 35 U.S.C. §§ 121 and 372:

I. Claims 1-7, 22-23, and 26-32, drawn to a movable body rental system.

II. Claims 8-14, 24-25, and 33-39, drawn to a movable body rental system with a current position system.

III. Claims 15-21 and 43-49, drawn to a movable body rental system with provision means.

IV. Claims 40-42, drawn to a movable body rental system with a notification system.

Applicants confirm the election without traverse made on March 28, 2007 to prosecute the subject matter of Group I, namely, claims 1-7, 22-23, and 26-32, and have therefore cancelled claims 8-21, 24-25, and 33-49. Applicants reserve the right to file one or more divisional applications covering the non-elected subject matter.

The Examiner acknowledged that Applicants claim foreign priority based on Japanese Application No. P2000-227447, filed July 27, 2000, but indicated that a certified copy of the corresponding Japanese application is required. However, the present application is a national stage under 35 U.S.C. § 371 of International Application No. PCT/JP01/06511, filed July 27, 2001, and therefore does not require submission of the certified copy with the U.S. Patent and Trademark Office.

The Abstract of the Disclosure was objected to because of a typographical error. A corrected Abstract was submitted with the Preliminary Amendment dated August 6, 2002.

Claims 7 and 32 were rejected under 35 U.S.C. § 112, second paragraph. Claims 7 and 32 are cancelled.

Turning now to the art rejections, claims 1-4, 22-23, and 26-29 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Bunn (U.S. Patent No. 6,240,365) in view of Rothert (U.S. Patent No. 7,141,610). Applicants submit that the claims are patentably distinguishable over the relied on references.

For example, amended claim 1 calls for:

> time measuring means for *measuring a driving time associated with the measured distance*, *the driving time being the time taken to travel the measured distance* and *being measured while that movable body apparatus is moving*[.] (Emphasis added.)

The relied on sections of Bunn and the relied on sections of Rothert do not disclose or suggest measuring *a driving time associated with a measured distance*, do not disclose or suggest measuring *time taken to travel a measured distance*, and do not disclose or suggest measuring time *while a movable body apparatus is moving*.

The Examiner acknowledges that "Bunn fails to disclose *time measuring means...*" (emphasis in the original) but contends that Rothert teaches these features. The relied on sections of

Rothert, however, merely describe that *a data logger is initialized* at the time a vehicle is first used and that usage and condition of the vehicle is monitored until the data logger receives a signal. (See Fig.5 and col.10 ll.23-34.) Rothert further describes that the data logger monitors mileage of the vehicle, amount of fuel and other fluids in the vehicle, whether the vehicle requires service, whether the vehicle has traveled outside of a designated service area, whether a collision has occurred, whether an automated braking system is activated, whether airbags are activated, and for malfunctioning vehicle components. (See, e.g., col.3 ll.23-34, col.8 ll.51-65, and col.10 ll.40-50.) The relied on sections of Rothert neither disclose nor suggest that the data logger monitors *a driving time associated with the measured mileage*, neither disclose nor suggest that the data logger monitors the *time taken to travel the measured mileage*, and neither disclose nor suggest that the data logger measures the *time that the vehicle is moving*.

Claim 1 also calls for:

> fee calculation means for calculating a fee for use of said movable body apparatus, the *fee being based on* the measured distance *and on a time difference between an average driving time required to travel the measured distance and the measured driving time*[.] (Emphasis added.)

The relied on sections of Bunn and the relied on sections of Rothert neither disclose nor suggest calculating a fee *based on a measured driving time*, neither disclose nor suggest calculating a fee *based on an average driving time required to travel a measured distance* and neither disclose nor suggest calculating a fee *based on a time difference between an average driving time required to travel a measured distance and a measured driving time*.

Rather, the relied on sections of Bunn merely describe that when a rented vehicle is returned, a *close-off of the*

rental agreement is carried out which includes reading mileage and fuel tank levels, reporting occurrence of any collisions, and charging the renter's credit card. (See col.10 ll.7-11.) The relied on sections of Bunn, however, do not disclose or suggest that the renter's credit card is charged based on the read mileage and fuel tank levels, and in fact, the relied on sections of Bunn *do not disclose or suggest how the charges are calculated*.

Moreover, the relied on sections of Rothert simply describe that a computer calculates the distance traveled during the rental which is then used to determine the renter's charges and that the renter's charges may be further based on the distance traveled during the rental, the number of days *that the vehicle has been rented*, the amount of gas used, whether the vehicle has been involved in a collision, and whether the vehicle has traveled outside of a designated area. (See col.11 ll.30-37.) The relied on sections of Rothert do not disclose or suggest calculating the renter's charges *based on a measured time taken to cover the distance traveled* during the rental, do not disclose or suggest calculating the renter's charges *based on an average driving time required to travel the distance traveled* during the rental, and do not disclose or suggest calculating the renter's charges *based on a time difference between an average driving time and a measured driving time*.

For at least the above reasons, it follows that neither the relied-on sections of Bunn nor the relied-on sections of Rothert, whether taken alone or in combination, disclose or suggest the combination defined in claim 1, and therefore claim 1 is patentably distinct and unobvious over the cited references.

Independent claims 22 and 26 each call for features similar to those set out in the above excerpt of claim 1.

Therefore, each of claims 22 and 26 is patentably distinct and unobvious over the relied-on sections of Bunn and Rothert for at least the same reasons.

Claims 2-4 depend from claim 1, claim 23 depends from claim 22, and claims 27-29 depend from claim 26. Therefore, each of claims 2-4, 23, and 27-29 is distinguishable over the cited references for at least the same reasons as the claim from which it depends.

Claims 5-6 and 30-31 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Bunn in view of Rothert and further in view of the article titled "Rental Car Revelations" (Pittsburgh Post-Gazette, May 14, 2000, pg. 2). Applicants submit that the claims are patentably distinguishable over the relied on references.

Claims 5-6 depend from claim 1, and claims 30-31 depend from claim 26. Therefore, each of the claims is distinguishable over the relied-on sections of Bunn and Rothert for at least the same reasons.

The relied-on sections of "Rental Car Revelations" do not overcome the deficiencies of the relied-on sections of Bunn and Rothert.

Claims 7 and 32 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Bunn in view of Rothert and further in view of the "Official Notice". Claims 7 and 32 are cancelled.

Accordingly, Applicant respectfully requests the withdrawal of the Examiner's objection and the withdrawal of the rejections under 35 U.S.C. §§ 103(a) and 112, second paragraph.

As it is believed that all of the rejections set forth in the Official Action have been fully met, favorable reconsideration and allowance are earnestly solicited. If, however, for any reason the Examiner does not believe that such action can be taken at this time, it is respectfully requested

that the Examiner telephone applicants' attorney at (908) 654-5000 in order to overcome any additional objections which the Examiner might have.

If there are any additional charges in connection with this requested amendment, the Examiner is authorized to charge Deposit Account No. 12-1095 therefor.

Dated: September 19, 2007

Respectfully submitted,

By _____

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